

1 [Counsel of record listed on next page]  
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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

TINA HOPSON, individually and on  
behalf of others similarly situated,

Plaintiff,

vs.

HANESBRANDS INC.; SARA LEE  
CORPORATION and Does 1 through 50,  
inclusive,

Defendants.

No. CV-08-0844 EDL

**STIPULATION TO CORRECTION OF  
SETTLEMENT AGREEMENT FILED  
JUNE 16, 2008**

Date: July 22, 2008  
Time: 9:00 a.m.  
Courtroom: E (15th Floor)  
Judge: Hon. Elizabeth D. Laporte

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2 J.E.B. PICKETT (Bar No. 154294)  
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11 TINA HOPSON

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23 Attorneys for Defendants  
24 HANESBRANDS INC. and  
25 SARA LEE CORPORATION

26  
27  
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1 Plaintiff Tina Hopson and defendants Hanesbrands Inc. and Sara Lee Corporation, acting  
 2 through their counsel of record, hereby stipulate to a correction of the following provisions of the  
 3 Settlement Agreement ("Agreement") filed on June 16, 2008 (Docket No. 12) to reflect the parties'  
 4 actual agreement:

| Section | Paragraph | Change   |
|---------|-----------|--|
| I.      | C.        | <p><u>Delete</u> "all persons who worked as full-time Service Associates for Defendants anywhere in the United States other than the State of California at any time during the period from May 22, 2004, to September 1, 2007"</p> <p><u>Add</u> "all persons who worked as full-time Service Associates for Defendants anywhere in the United States other than the State of California at any time from (a) May 22, 2001, to September 1, 2007, if the person worked in the State of New York or the Commonwealth of Massachusetts; (b) May 22, 2002, to September 1, 2007, if the person worked in the Commonwealth of Kentucky; (c) May 22, 2003, to September 1, 2007, if the person worked in the State of Florida or the State of Texas; or (d) May 22, 2004, to September 1, 2007, if the person worked in any other state"</p> |
| I.      | W.        | <p><u>Delete</u> "during which the Full-Time Class Members worked for Defendants anywhere in the United States other than the State of California at any time during the period from May 22, 2004, to September 1, 2007"</p> <p><u>Add</u> "during which the Full-Time Class Members worked for Defendants anywhere in the United States other than the State of California at any time from (a) May 22, 2001, to September 1, 2007, if the person worked in the State of New York or the Commonwealth of Massachusetts; (b) May 22, 2002, to September 1, 2007, if the person worked in the Commonwealth of Kentucky; (c) May 22, 2003, to September 1, 2007, if the person worked in the State of Florida or the State of Texas; or (d) May 22, 2004, to September 1, 2007, if the person worked in any other state"</p>               |

21  
 22 The corrections reflect the parties' actual agreement that the time period covered by the  
 23 Agreement would encompass the greater of the state or FLSA statute of limitations for wage and hour  
 24 claims. The corrections do not impact the number of individuals in the Class or the number of Work  
 25 Weeks covered by the Agreement.

26 Attached as Exhibit A is a revised [Proposed] Order: (1) Conditionally Certifying Settlement  
 27 Class; (2) Preliminarily Approving Proposed Settlement; (3) Approving Notice to Class and Election  
 28 Not to Participate; (4) Approving Notice of Proposed Settlement; and (5) Setting Hearing for Final

1 Approval. Attached as Exhibit B is a revised Notice of Proposed Settlement of Class Action,  
2 Conditional Certification of Settlement Class, Preliminary Court Approval of Settlement, and Hearing  
3 Date for Final Court Approval.

4

5 Dated: July 30, 2008.

6 EDWARD J. WYNNE  
7 J.E.B. PICKETT  
8 WYNNE LAW FIRM

9 By: \_\_\_\_\_ /s/  
10 J.E.B. Pickett  
11 Attorney for Plaintiff  
12 TINA HOPSON

13 Dated: July 30, 2008.

14 M. KIRBY C. WILCOX  
15 JEFFREY D. WOHL  
16 ANNE W. NERGAARD  
17 PAUL, HASTINGS, JANOFSKY & WALKER LLP

18 By: \_\_\_\_\_ /s/  
19 Jeffrey D. Wohl  
20 Attorney for Defendants  
21 HANESBRANDS INC. and SARA LEE CORP.

# **EXHIBIT A**

1 EDWARD J. WYNNE (Cal. State Bar No. 165819)  
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6 Attorneys for Plaintiff  
 7 TINA HOPSON

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12 Attorneys for Defendants  
 13 HANESBRANDS INC. and  
 14 SARA LEE CORPORATION

15  
 16  
 17 UNITED STATES DISTRICT COURT  
 18 NORTHERN DISTRICT OF CALIFORNIA

19  
 20 TINA HOPSON, individually and on  
 21 behalf of all others similarly situated,

22 Plaintiff,

23 vs.

24 HANESBRANDS INC.; SARA LEE  
 25 CORPORATION and DOES 1 through 50,  
 26 inclusive,

Defendant.

No. CV 08-0844 EDL

**REVISED [PROPOSED] ORDER:**

- (1) CONDITIONALLY CERTIFYING SETTLEMENT CLASS;**
- (2) PRELIMINARILY APPROVING PROPOSED SETTLEMENT;**
- (3) APPROVING NOTICE TO CLASS AND ELECTION NOT TO PARTICIPATE;**
- (4) APPROVING NOTICE OF PROPOSED SETTLEMENT; AND**
- (5) SETTING HEARING FOR FINAL APPROVAL**

1       On July 22, 2008, a hearing was held on the joint motion of plaintiff Tina Hopson and  
2 defendants Hanesbrands Inc. and Sara Lee Corporation for conditional certification of a settlement class  
3 in this action, preliminary approval of the parties' proposed settlement, approval of the notice to be sent  
4 to the class about the settlement and election not to participate in the settlement, approval of the notice  
5 of proposed settlement under the Class Action Fairness Act of 2005, 28 U.S.C. § 1715 ("CAFA"), and  
6 the setting of a date for the hearing on final approval of the settlement. Edward J. Wynne and J.E.B.  
7 Pickett of the Wynne Law Firm appeared for plaintiff; Jeffrey D. Wohl and Anne W. Nergaard of Paul,  
8 Hastings, Janofsky & Walker LLP appeared for defendants.

9       The Court having read and considered the papers on the motion, the arguments of counsel, and  
10 the law, and good cause appearing therefor,

11       IT IS ORDERED:

12       1.       The proposed class of full-time and part-time Hanesbrands Service Associates satisfies  
13 the requirements of a settlement class under Federal Rule of Civil Procedure 23 because the class is so  
14 numerous that joinder of all member is impracticable, there are questions of law or fact common to the  
15 class, plaintiff's claims are typical of Class Members' claims and defendants' defenses to plaintiff's  
16 claims are typical of defendants' defenses to Class Members, and plaintiff will fairly and adequately  
17 protect the interests of the class; and questions of law or fact common to Class Members predominate  
18 over questions affecting only individual Class Members, and a class action is superior to other available  
19 methods for the fair and efficient adjudication of the controversy.

20       2.       The proposed class of full-time Service Associates also satisfies the requirements of a  
21 collective action under section 16(b) of the FLSA, 29 U.S.C. § 216(b). The Class Members are similarly  
22 situated for purposes of a collective action under section 16(b).

23       3.       The parties' proposed settlement, as evidenced by their Settlement Agreement  
24 (Declaration of Anne W. Nergaard in Support of Joint Motion for Preliminary Approval "Nergaard  
25 Decl.", Exh. 1) (the "Settlement") is granted preliminary approval as it meets the criteria for preliminary  
26 settlement approval. The Settlement falls within the range of possible approval as fair, adequate and  
27 reasonable, and appears to be the product of arms-length and informed negotiations, and treats all Class  
28 Members fairly.

1       4. The parties' proposed notice plan is constitutionally sound because individual notice will  
 2 be mailed to all class members whose identities are known to the parties, and such notice is the best  
 3 notice practicable. The parties' proposed Notice of Proposed Settlement of Class Action, Conditional  
 4 Certification of Settlement Class, Preliminary Court Approval of Settlement, and Hearing Date for Final  
 5 Court Approval (Settlement, Exh. A) (the "Class Notice") and their proposed Claim Form and Consent  
 6 to Join FLSA Collective Action (the "Claim Form") and proposed Election Not to Participate in  
 7 Settlement (Settlement, Exhs. B, C) (collectively, the "Class Forms") are sufficient to inform Class  
 8 Members of the terms of the Settlement; their rights under the Settlement to claim a Settlement Share,  
 9 comment on or object to the settlement, or elect not to participate in the Settlement, and the processes  
 10 for doing so; and the date and location of the final approval hearing. Accordingly, the Class Notice and  
 11 the Class Forms are approved.

12       5. Defendants' notice of the Settlement given to federal and state officials complies with the  
 13 requirements of CAFA. Not later than ten days after the parties' Joint Motion for Conditional  
 14 Certification of Class and Preliminary Approval of Class Action Settlement was filed, notice of the  
 15 Settlement was mailed to the Attorney General of the United States of America and the appropriate state  
 16 official in each state in which, based on defendants' records of last known mailing address, Class  
 17 Members reside; and the notice contains the documents required by 28 U.S.C. section 1715(b)(1)-(8).  
 18 On this basis, the notice of the Settlement is approved and the Court finds that defendants have  
 19 discharged their obligations under CAFA to provide notice to the appropriate federal and state official.

20       6. This action is granted conditional certification and the following persons are certified as  
 21 Class Members solely for the purpose of entering a settlement in this matter:

22       All full-time Service Associates who worked for defendants in the State of California at  
 23 any time during the period from May 22, 2003, to September 1, 2007.

24       All full-time Service Associates who worked for defendants anywhere in the United  
 25 States other than the State of California at any time from (a) May 22, 2001, to September  
 26 1, 2007, if the person worked in the State of New York or the Commonwealth of  
 27 Massachusetts; (b) May 22, 2002, to September 1, 2007, if the person worked in the  
 28 Commonwealth of Kentucky; (c) May 22, 2003, to September 1, 2007, if the person  
 worked in the State of Florida or the State of Texas; or (d) May 22, 2004, to September 1,  
 2007, if the person worked in any other state.

29       All part-time Service Associates who worked for defendants in the State of California at  
 30 any time during the period from May 22, 2004, to September 1, 2007.

1       7. Any Class Member who wishes to claim a Settlement Share has sixty (60) days after the  
2 date that the Settlement Administrator first mails the Class Notice to submit his or her completed Claim  
3 Form pursuant to the procedures set forth in the Settlement.

4       8. Any Class Member who wishes to comment on or object to the Settlement has sixty (60)  
5 days after the date that the Settlement Administrator first mails the Class Notice to submit his or her  
6 comment or objection pursuant to the procedures set forth in the Settlement.

7       9. Any Class Member who wishes to elect not to participate in the Settlement has sixty (60)  
8 days after the date that the Settlement Administrator first mails the Class Notice to submit his or her  
9 Election Not to Participate pursuant to the procedures set forth in the Settlement.

10      10. Rust Consulting, Inc. is appointed to act as the Settlement Administrator, pursuant to the  
11 terms set forth in the Settlement.

12      11. Plaintiff Tina Hopson is appointed the Class Representative. Edward J. Wynne, J.E.B.  
13 Pickett, and the Wynne Law Firm are appointed Class Counsel.

14      12. The Class Notice and the Class Forms will be disseminated according to the notice plan  
15 described in the Settlement and substantially in the form submitted by the parties. Proof of distribution  
16 of notice will be filed by the parties at or prior to the final approval hearing.

17      13. A final hearing will be held on December 16, 2008, to determine whether the Settlement  
18 should be granted final approval as fair, reasonable, and adequate as to the Class Members. The Court  
19 will hear all evidence and argument necessary to evaluate the Settlement, and will consider plaintiff's  
20 request for a Class Representative Payment and Class Counsel's request for a Class Counsel Fees and  
21 Expenses Payment. Class Members and their counsel may support or oppose the Settlement and the  
22 motion for awards of the Class Representative's Payment and the Class Counsel Fees and Expenses  
23 Payment, if they so desire.

24      14. Any Class Member may appear at the final approval hearing in person or by his or her  
25 own attorney, and show cause why the Court should not approve the Settlement, or object to the motion  
26 for awards of the Class Representative Payment and the Class Counsel Fees and Expenses Payment. For  
27 any comments or objections to be considered at the hearing, the Class Member must file comments with  
28 the Clerk of Court indicating briefly the nature of the Class Member's comments, support or objection.

1 Such comments must be filed with the Court, and mailed to Class Counsel and defendants' Counsel, not  
2 later than October 14, 2008.

3 15. The Court reserves the right to continue the date of the final approval hearing without  
4 further notice to Class Members. The Court retains jurisdiction to consider all further applications  
5 arising out of or in connection with the Settlement.

6 Dated: \_\_\_\_\_.

7 \_\_\_\_\_  
8 Elizabeth D. Laporte  
9 United States Magistrate Judge  
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# **EXHIBIT B**

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

TINA HOPSON, individually and on behalf  
of others similarly situated,

Plaintiff,

vs.

HANESBRANDS INC.; SARA LEE  
CORPORATION and Does 1 through 50,  
inclusive,

Defendants.

No. CV 08-0844 EDL

**NOTICE OF PROPOSED SETTLEMENT  
OF CLASS ACTION, CONDITIONAL  
CERTIFICATION OF SETTLEMENT  
CLASS, PRELIMINARY COURT  
APPROVAL OF SETTLEMENT, AND  
HEARING DATE FOR FINAL COURT  
APPROVAL**

1           **TO: (1) ALL FULL-TIME SERVICE ASSOCIATES WHO WORKED FOR**  
 2           **HANESBRANDS INC. ("HANESBRANDS") IN THE STATE OF**  
 3           **CALIFORNIA AT ANY TIME FROM MAY 22, 2003, TO**  
 4           **SEPTEMBER 1, 2007.**

5           **(2) ALL FULL-TIME SERVICE ASSOCIATES WHO WORKED FOR**  
 6           **HANESBRANDS ANYWHERE IN THE UNITED STATES OTHER**  
 7           **THAN THE STATE OF CALIFORNIA AT ANY TIME FROM**  
 8           **(A) MAY 22, 2001, TO SEPTEMBER 1, 2007, IF THE PERSON**  
 9           **WORKED IN THE STATE OF NEW YORK OR THE**  
 10          **COMMONWEALTH OF MASSACHUSETTS; (B) MAY 22, 2002,**  
 11          **TO SEPTEMBER 1, 2007, IF THE PERSON WORKED IN THE**  
 12          **COMMONWEALTH OF KENTUCKY; (C) MAY 22, 2003, TO**  
 13          **SEPTEMBER 1, 2007, IF THE PERSON WORKED IN THE STATE**  
 14          **OF FLORIDA OR THE STATE OF TEXAS; OR (D) MAY 22, 2004,**  
 15          **TO SEPTEMBER 1, 2007, IF THE PERSON WORKED IN ANY**  
 16          **OTHER STATE.**

17          **(3) ALL PART-TIME SERVICE ASSOCIATES WHO WORKED FOR**  
 18          **HANESBRANDS IN THE STATE OF CALIFORNIA AT ANY**  
 19          **TIME FROM MAY 22, 2004, TO SEPTEMBER 1, 2007.**

20          **PLEASE READ THIS NOTICE CAREFULLY, IT MAY AFFECT YOUR LEGAL**  
 21          **RIGHTS TO CLAIM ADDITIONAL COMPENSATION WHILE EMPLOYED BY**  
 22          **HANESBRANDS.**

23          **IF YOU WISH TO CLAIM YOUR SHARE OF THE SETTLEMENT, YOU MUST**  
 24          **COMPLETE AND RETURN TO THE SETTLEMENT ADMINISTRATOR YOUR**  
 25          **CLAIM FORM AND CONSENT TO JOIN FLSA COLLECTIVE ACTION ON**  
 26          **OR BEFORE [DATE].**

27          **IF YOU DO NOT WANT TO PARTICIPATE IN THE SETTLEMENT, YOU**  
 28          **MUST COMPLETE AND RETURN YOUR COMPLETED ELECTION FORM**  
 29          **ON OR BEFORE [DATE], OR ELSE YOU WILL BE BOUND BY THE**  
 30          **SETTLEMENT.**

31          **IF YOU WISH TO COMMENT ON OR OBJECT TO THE SETTLEMENT, YOU**  
 32          **MUST FOLLOW THE DIRECTIONS IN THIS NOTICE.**

33          **ENCLOSED WITH THIS NOTICE IS A CLAIM FORM AND CONSENT TO**  
 34          **JOIN FLSA COLLECTION ACTION WHICH SETS FORTH (ACCORDING TO**  
 35          **HANESBRANDS' RECORDS) YOUR NUMBER OF WORK WEEKS WITHIN**  
 36          **THE CLASS PERIOD AND, BASED ON THOSE WORK WEEKS AND**  
 37          **CERTAIN ASSUMPTIONS EXPLAINED BELOW, AN ESTIMATE OF YOUR**  
 38          **SETTLEMENT SHARE. YOUR ACTUAL SETTLEMENT SHARE MAY BE**  
 39          **HIGHER OR LOWER THAN SHOWN. PLEASE REVIEW THE**  
 40          **INFORMATION ABOUT YOUR WORK WEEKS IN THE CLAIM FORM TO**  
 41          **CONFIRM THAT IT IS ACCURATE.**

42          Pursuant to the order of the United States District Court for the Northern District of California  
 43          (the "Court") entered on [DATE], YOU ARE HEREBY NOTIFIED AS FOLLOWS:

44          A proposed settlement (the "Settlement") has been reached between plaintiff Tina Hopson

1 ("Plaintiff") and defendants Hanesbrands Inc. and Sara Lee Corporation ("Defendants") in the class  
 2 action pending in the Court brought on behalf of the individuals described above (the "Class" or "Class  
 3 Members"). The Court has preliminarily approved the Settlement and conditionally certified the Class  
 4 for purposes of the Settlement only. You have received this notice because Defendants' records indicate  
 5 that you are a member of the Class. This notice is designed to inform you of how you can make a claim  
 6 under the Settlement, comment on or object to the Settlement, or elect not to participate in the  
 7 Settlement. This Settlement releases claims under the federal Fair Labor Standards Act ("FLSA") and  
 8 various state wage-and-hour laws. If the Settlement is finally approved by the Court, but if you do not  
 9 timely complete and submit a Claim Form, you will not share in the Settlement proceeds; if you do not  
 10 timely complete and submit an Exclusion Form, the Settlement will be binding upon you, even if you  
 11 object to the Settlement.

## 12       1.     BACKGROUND OF THE CASE

13       On May 22, 2007, Plaintiff commenced this action against Defendants alleging that Defendants  
 14 violated various provisions of the California Labor Code.

15       Specifically, Plaintiff alleged that Defendants misclassified Plaintiff and the class she proposed  
 16 as exempt under California wage-and-hour laws and, on that basis, failed to pay Plaintiff and the  
 17 proposed class for overtime wages, to provide them with meal periods and rest breaks, to timely pay  
 18 Plaintiff and the proposed class their wages, and to provide them with correctly itemized wage  
 19 statements. Plaintiff also alleged that with regard to such matters, Defendants engaged in unfair  
 20 competition in violation of California Business and Professions Code section 17200 *et seq.* Plaintiff also  
 21 sought civil penalties ("PAGA Penalties") for the violations of the California Labor Code she alleged  
 22 pursuant to the California Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et*  
 23 *seq.* Plaintiff subsequently amended the complaint to add a cause of action under the FLSA, 29 U.S.C. §  
 24 201 *et seq.*, and sought to pursue a collective action under the FLSA on behalf of a nationwide class of  
 25 full-time Service Associates.

26       Defendants deny Plaintiff's material allegations. Defendants maintain that the Court should not  
 27 certify the collective action proposed by Plaintiff, that Plaintiff and the members of the collective action  
 28 she proposes were properly classified as exempt under the FLSA, and that Defendants bore no liability

1 to Plaintiff and the members of the collective action she proposed; and raised other defenses.  
 2

3 After good-faith negotiations presided over by a private mediator on April 8, 2008, Plaintiff and  
 4 Defendants agreed to settle the action pursuant to the terms and conditions of the Settlement.

5 The Settlement represents a compromise and settlement of highly disputed claims. Nothing in  
 6 the Settlement is intended to or will be construed as an admission by Defendants that Plaintiff's claims  
 7 in the action have merit or that it has any liability to Plaintiff or the Class on those claims.

8 Plaintiff and Defendants, and their counsel, have concluded that the Settlement is advantageous,  
 9 considering the risks and uncertainties to each side of continued litigation. They have further  
 10 determined that the Settlement is fair, reasonable, and adequate and is in the best interests of the Class  
 11 Members.

12 As a Class Member, you will share in the Settlement proceeds if you submit a valid and timely  
 13 Claim Form. Regardless of whether you submit a Claim Form, you will be bound by the Settlement  
 14 unless you elect not to participate by timely filing an Election Not to Participate in Settlement.

15 **2. SUMMARY OF THE SETTLEMENT**

16 The Settlement provides for the following:

17 a. **Who is included in the Settlement?**

18 You are included in the Settlement if you meet all of the conditions set forth in the beginning of  
 19 this notice. It is estimated that there are approximately 209 members of the Class.

20 b. **What will I receive from the Settlement?**

21 Under the Settlement, Defendants will pay \$400,000. Defendants will pay to each Claimant an  
 22 amount that is the percentage (rounded up or down to the nearest two-digit decimal) that is equal to  
 23 (i) that Claimant's total number of work weeks divided by (ii) the total number of work weeks of all  
 24 Claimants, multiplied by the Net Settlement Amount. No Claimant will receive less than \$200. Each  
 25 work week worked by Claimants who were full-time Service Associates employed by Defendants in  
 26 California will be multiplied by 1.5 and rounded up or down to the nearest two-digit decimal. This is  
 27 because there are additional remedies available under California law for the claims asserted on behalf of  
 28 full-time Service Associates. Each work week worked by Claimants who were part-time Service

1      Associates employed by Defendants in California will be multiplied by 0.5 and rounded up or down to  
 2      the nearest two-digit decimal. This is because part-time Service Associates worked fewer hours on  
 3      average than full-time Service Associates and were paid on an hourly basis. The total number of work  
 4      weeks for all Claimants will exclude an estimated two weeks of vacation per year and periods of leaves  
 5      of absence.

6      The Net Settlement Amount means \$400,000 less (i) the awarded Class Representative's  
 7      Payment (for which Plaintiff will seek \$5,000); (ii) the awarded Class Counsel's Fees and Expenses (for  
 8      which Class Counsel will seek \$112,500); (iii) the payment to the LWDA of \$1,500; and (iv) the  
 9      Settlement Administrator's reasonable fees and expenses.

10     **c. When will I receive my Settlement Share?**

11     The Settlement Shares and other amounts will be paid after final court approval of the Settlement  
 12    and after all rights to appeal or review are exhausted or any appeal or review has been resolved in favor  
 13    of the Settlement.

14     **d. How do I exclude myself from the Settlement?**

15     You may be excluded from the Settlement if you complete and submit by the deadline an  
 16    Election Not to Participate in Settlement that is provided with this notice and in accordance with the  
 17    conditions for submitting that Election. If you do not complete and timely submit an Election Not to  
 18    Participate, you will be bound by the Settlement even if you object to the Settlement.

19     **e. How do I dispute information in my Settlement Share Statement?**

20     (1)    The Court has appointed [INSERT NAME] to act as an independent  
 21    Settlement Administrator and to resolve any dispute concerning the calculation of a Class Member's  
 22    entitlement to a Settlement Share.

23     (2)    Enclosed with this notice is your Claim Form and Consent to Join FLSA  
 24    Collective Action which sets forth (according to Defendants' records) your number of work weeks  
 25    within the class period and an estimate of your Settlement Share assuming that the Court finally  
 26    approves the Settlement; all Class Members make claims; and the Court approves the amounts sought  
 27    for the Class Representative Payment, the Class Counsel Fees and Expenses Payment, and the payment  
 28    to the LWDA. Your actual Settlement Share may end up being higher or lower than estimated.

1 (3) If you disagree with the information shown on your Claim Form about  
2 your work weeks, you must ask the Settlement Administrator to resolve the matter. In order to do so,  
3 you must communicate, in writing, to the Settlement Administrator by the deadline the fact of the  
4 dispute and the basis for your contention that you worked a different number of work weeks (including  
5 any documentary evidence that you may have to support your contention). In the event of such a  
6 dispute, Defendants will manually review their payroll and personnel records to verify the correct  
7 number of your work weeks. Defendants' records will have a rebuttable presumption of correctness.  
8 After consultation with you, Class Counsel, and Defendants, the Settlement Administrator will make a  
9 determination of the number of your work weeks and that determination will be final, binding on you  
10 and Defendants, and non-appealable.

**f. What claims are being released as part of the Settlement?**

12 (1) As of the date that the Settlement is finally approved, each Class Member  
13 who was a full-time Service Associate releases Defendants and their former and current parents,  
14 subsidiaries, and affiliated corporations, and each entity's officers, directors, employees, partners,  
15 shareholders and agents, and any other successors, assigns, or legal representatives, from any and all  
16 wage-and-hour claims, rights, demands, liabilities and cause of action of every nature and description,  
17 whether known or unknown, arising under state law (including but not limited to the California Labor  
18 Code and Industrial Welfare Commission Wage Orders), including, without limitation, statutory,  
19 constitutional, contractual or common law claims for wages, damages, unpaid costs, penalties (including  
20 but not limited to PAGA Penalties), liquidated damages, punitive damages, interest, attorney fees,  
21 litigation costs, restitution, or equitable relief, based on the failure to pay any type of overtime wages,  
22 the failure to provide meal and rest periods, the failure to provide proper wage statements, or the failure  
23 to provide wages at the proper frequency or in a timely manner on the basis that the Class Member was  
24 classified as exempt under state or federal law arising from or related to the allegations in the action.

25 (2) As of the date of that the Settlement is finally approved, each Class  
26 Member who completes and returns to the Settlement Administrator a Claim Form and Consent to Join  
27 FLSA Collective Action releases Defendants and their former and current parents, subsidiaries, and  
28 affiliated corporations, and each entity's officers, directors, employees, partners, shareholders and

1 agents, and any other successors, assigns, or legal representatives, from any and all applicable federal  
 2 wage-and-hour claims, rights, demands, liabilities and cause of action of every nature and description,  
 3 whether known or unknown, pursuant to the FLSA.

4 (3) As of the date that the Settlement is finally approved, each Class Member  
 5 who was a part-time Service Associate releases Defendants and their former and current parents,  
 6 subsidiaries, and affiliated corporations, and each entity's officers, directors, employees, partners,  
 7 shareholders and agents, and any other successors, assigns, or legal representatives, from any and all  
 8 wage-and-hour claims, rights, demands, liabilities and cause of action of every nature and description,  
 9 whether known or unknown, including, without limitation, statutory, constitutional, contractual or  
 10 common law claims for wages, damages, unpaid costs, penalties (including PAGA Penalties), liquidated  
 11 damages, punitive damages, interest, attorney fees, litigation costs, restitution, or equitable relief, based  
 12 on the failure to pay any type of overtime wages, the failure to provide meal and rest periods, the failure  
 13 to provide proper wage statements, and the failure to provide wages at the proper frequency or in a  
 14 timely manner arising from or related to the allegations in the action.

15 (4) By granting their respective releases of claims, Class Members who worked  
 16 for Defendants in California release all claims encompassed by their releases, whether known or  
 17 unknown by them, and regardless of whether they later discover facts in addition to or different from  
 18 those that they now know or believe to be true with respect to the subject matter of their releases.  
 19 Therefore, they expressly waive and relinquish the provisions, rights and benefits of section 1542 of the  
 20 California Civil Code, which reads:

21  
 22 A general release does not extend to claims which the creditor does not know or  
 23 suspect to exist in his or her favor at the time of executing the release, which if  
 24 known by him or her must have materially affected his or her settlement with the  
 25 debtor.

26 g. **Class Representative Payment.**

27 In addition to her share as a Class Member, Plaintiff will seek approval from the Court for  
 28 payment of \$5,000 for her services as Class Representative. This payment will be made by Defendants  
 out of the Settlement.

**h. Class Counsel Fees and Expenses Payment.**

As part of the final approval hearing, Wynne Law Firm will request \$100,000 (or one-quarter of the Settlement) for their attorneys' fees in connection with their work in this case and \$12,500 in reimbursement of their litigation costs and expenses that were advanced in connection with the action. Class Members are not personally liable for any fees and costs. These amounts constitute full and complete compensation for all legal fees and litigation costs and expenses of all Class Counsel, including costs and expenses resulting from experts and other vendors retained by Class Counsel in connection with the litigation and all work done through the completion of the litigation, whatever date that may be. Class Members will not be required to pay Class Counsel for any other attorneys' fees or litigation costs or expenses out of their own pockets if the Settlement Agreement and the fee request are finally approved by the Court. Class Counsel's attorneys' fees and litigation costs and expenses as approved by the Court will be paid out of the Settlement. Class Members, Class Counsel, and the Class Representative are not liable for payment of attorneys' fees and litigation costs and expenses incurred by Defendants and no such payments will be made to Defendants or their counsel from the Settlement.

i. **Payment to LWDA.**

The parties have agreed that the LWDA will be paid \$1,500 out of the Settlement as the LWDA's share of the settlement of penalties.

j. **Costs of Administration.**

Defendants will pay the reasonable costs of administering the settlement, including the Settlement Administrator's fees and expenses, out of the Settlement.

**3. PLAINTIFF AND CLASS COUNSEL SUPPORT THE SETTLEMENT.**

Plaintiff as Class Representative and Class Counsel support the Settlement. Their reasons include the risk of denial of class certification, the risk of an unsuccessful outcome on the merits of Plaintiff's claims, and the inherent delays and uncertainties associated with litigation. Based on their experience litigating similar cases, Class Counsel believe that further proceedings in this case, including a trial and probable appeals, would be very expensive and protracted. No one can confidently predict how the various legal questions at issue, including the amount of damages, would ultimately be resolved. Therefore, upon careful consideration of all of the facts and circumstances of this case, Class

1 Counsel believes that the Settlement is fair, reasonable, and adequate.

2 **4. WHAT ARE YOUR RIGHTS AS A CLASS MEMBER?**

3 **a. Participating in the Settlement**

4 Plaintiff as Class Representative and Class Counsel represent your interests as a Class Member.  
 5 Unless you elect not to participate in the settlement, you are a part of the Class, you will be bound by the  
 6 terms of the Settlement and any final judgment that may be entered by the Court, and you will be  
 7 deemed to have released the claims against Defendants and the other released parties described above,  
 8 even if you do not submit a Claim Form and receive a share of the Settlement. As a member of the  
 9 Class, you will not be responsible for the payment of attorneys' fees or reimbursement of litigation  
 10 expenses unless you retain your own counsel, in which event you will be responsible for your own  
 11 attorneys' fees and expenses.

12 **b. Commenting on or Objecting to the Settlement.**

13 You may comment on or object to the Settlement before final approval, either by filing a written  
 14 comment or objection or filing a notice of your intent to appear and comment or object at the final  
 15 approval hearing. If the Court rejects your comment or objection, however, you will still be bound by  
 16 the terms of the Settlement, unless you also submit an Election Not to Participate in Settlement.  
 17 Alternatively, you may object and still participate in the settlement. To object, you must send a written  
 18 notice of comment or objection or a written notice of your intent to appear and object at the final  
 19 approval hearing to the Court and to counsel at the same addresses shown below.

20 Send your notice to:

21 **Clerk of Court**  
 22 **United States District Court, Northern District of California**  
 23 **450 Golden Gate Avenue, 16th Floor**  
**San Francisco, California 94102**

24 Also send copies of your notice to the parties' counsel as shown below:

**CLASS COUNSEL**

Edward J. Wynne  
 J.E.B. Pickett  
 Wynne Law Firm  
 100 Drakes Landing Road, Suite 275  
 Greenbrae, California 94904  
 Telephone: (415) 461-6400  
 Facsimile: (415) 461-3900  
 E-mail: [ewynne@wynnelawfirm.com](mailto:ewynne@wynnelawfirm.com)  
 E-mail: [jebpickett@wynnelawfirm.com](mailto:jebpickett@wynnelawfirm.com)

**DEFENDANTS' COUNSEL**

M. Kirby C. Wilcox  
 Jeffrey D. Wohl  
 Anne W. Nergaard  
 Paul, Hastings, Janofsky & Walker LLP  
 55 Second Street, 24th Floor  
 San Francisco, California 94105-3441  
 Facsimile: (415) 856-7100  
 Email: [kirbywilcox@paulhastings.com](mailto:kirbywilcox@paulhastings.com)  
 E-mail: [jeffwohl@paulhastings.com](mailto:jeffwohl@paulhastings.com)  
 E-mail: [annenergaard@paulhastings.com](mailto:annenergaard@paulhastings.com)

**DO NOT TELEPHONE THE COURT OR DEFENDANTS' COUNSEL.**

Any written comment or objection and/or notice of your intent to appear at the hearing must state each specific reason in support of your comment or objection and any legal support for each objection. Your written comment or objection and/or notice of your intent to appear at the hearing must also state your full name, address, the last 4 digits of your Social Security Number, and the dates of your employment at Hanesbrands Inc.

To be valid and effective, the Court and Counsel must receive any written comments or objections and/or notices of intent to appear at the hearing not later than [INSERT DATE], unless the Court orders otherwise. A Class Member who fails to file and serve a written objection in the manner described above and by the specified deadline will be deemed to have waived any objections and will be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement.

**d. Disputing the Number of Work Weeks on Your Claim Form.**

If you dispute the number of work weeks on your Claim Form, state on the form what you contend is your correct number of work weeks and mail or fax the corrected Claim Form with any documentation you have to support your correction to the Settlement Administrator at:

Hanesbrands Wage-and-Hour Settlement Administrator

**e. Excluding Yourself from the Settlement.**

If you do not wish to participate in the Settlement, you must complete the enclosed form of

1 Election Not to Participate in Settlement ("Election Not to Participate"). The Election Not to Participate  
 2 must be completed, signed by you, dated and returned to the Settlement Administrator by not later than  
 3 [REDACTED]. A Class Member who fails to submit an Election Not to Participate by the deadline  
 4 specified above will be bound by all terms and conditions of the Settlement, if the Settlement is  
 5 approved by the Court, and the Judgment, regardless of whether he or she has objected to the Settlement.

6 Any person who files a complete and timely Election Not to Participate will, upon receipt, no  
 7 longer be a member of the Settlement Class and will not be eligible to receive a share of the Settlement.  
 8 Any such person, at his or her own expense, may pursue any claims he or she may have against  
 9 Defendants, their affiliates, predecessors, or acquired companies.

10 Send your Election Not to Participate in Settlement to the Settlement Administrator at the  
 11 following address:

12 Hanesbrands Wage-and-Hour Settlement Administrator  
 13 [REDACTED]  
 14 [REDACTED]  
 15 [REDACTED]

## 5. FINAL SETTLEMENT APPROVAL HEARING

16 The Court will hold a final approval hearing on [REDACTED], at [REDACTED], in Courtroom F  
 17 of the United States District Court for the Northern District of California, 450 Golden Gate Avenue,  
 18 15th Floor, San Francisco, California 94102, to determine whether the settlement should be finally  
 19 approved as fair, reasonable, and adequate. The Court will also be asked to approve the requests for the  
 20 Class Representative Payment and the Class Counsel Fees and Expenses Payment.

21 The hearing may be postponed without further notice to the Class. **It is not necessary for you**  
 22 **to appear at this hearing. If you have given notice of your objection to the settlement, you may**  
 23 **appear at the hearing at your option so long as you have filed a notice of intent to appear by**  
 24 **[REDACTED].**

## 6. GETTING MORE INFORMATION

25 The above is a summary of the basic terms of the Settlement. For any questions you may have,  
 26 you may contact Class Counsel at the contact information listed above. For the precise terms and  
 27 conditions of the Settlement, you are referred to the detailed Settlement Agreement, which will be on  
 28

1 file with the Clerk of the Court. The pleadings and other records in this litigation including the  
2 Settlement Agreement, may be examined (i) online on through the Public Access to Court Electronic  
3 Resources system, known as "PACER," at <http://ecf.cand.uscourts.gov>, or (ii) in person at the Office of  
4 the Clerk at the United States Federal Court at 450 Golden Gate Avenue, San Francisco, California  
5 94102 between the hours of 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays,  
6 or you may contact Class Counsel or the Settlement Administrator. **PLEASE DO NOT TELEPHONE**  
7 **THE COURT OR DEFENDANTS' COUNSEL FOR INFORMATION REGARDING THIS**  
8 **SETTLEMENT OR THE CLAIM PROCESS!**

9 Dated: **[INSERT DATE]**.

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Elizabeth D. Laporte  
United States Magistrate Judge

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